

COLLECTIVE BARGAINING AGREEMENT

between

**FORT ZUMWALT SCHOOL DISTRICT
MAINTENANCE DEPARTMENT**

and

**DISTRICT NO. 9, INTERNATIONAL
ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS**

JULY 1, 2017 – JUNE 30, 2020

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AGREEMENT

This Agreement is between the International Association of Machinists and Aerospace Workers, District No. 9 (the "IAM" or "Union"), and the Board of Education of the Fort Zumwalt School District (the "Board").

Members of the IAM/Union team have the right to present proposals to the administration team relative to salaries, benefits, and other conditions of employment. The administration team will negotiate such proposals with the IAM/Union team. Upon the completion of negotiations, the results shall be reduced to writing and be presented to the Board of Education in the form of a proposed Board Policy for adoption or rejection.

The Board and the IAM/Union agree that this Agreement shall be incorporated in the Board Policy and administrative regulations. The Board shall not use this Agreement to lessen employee working conditions, except as expressly provided in this Agreement.

ARTICLE 1

Recognition of Representative

The Board recognizes the IAM/Union as the exclusive bargaining representative for all employees in the bargaining unit described in Public Case No. R 2014-14, Certification and Definition of Bargaining Unit, as follows: 'all full-time and regular part-time Maintenance Level 1, 2 and 3 employees employed by the Fort Zumwalt School District, O'Fallon, Missouri, at the Employer's locations; excluding teachers, administrators, clerical employees, transportation employees, custodial employees, athletic employees, cooks, nurse, managerial employees, confidential employees, guards, and supervisors as defined by the law.'

ARTICLE 2

Dues Voluntary Check Off and MNPL Voluntary Check Off

Section 2.1. Dues. With respect to any employee on whose behalf the District receives written authorization in a form agreed upon by the IAM/Union and the District, the District shall deduct from the wages of the employee the dues uniformly required (and one-time initiation fee, if any), and shall forward the full amount to the IAM/Union. The amounts deducted shall be in accordance with the schedule to be submitted in writing to the District by the IAM/Union. For the purpose of this Agreement, "dues" shall include only regular duly-authorized IAM/Union membership dues, and one-time initiation fees, and shall not include any other IAM/Union charges such as special

assessments, back dues, fines, or similar items. Written authorization for such dues deduction shall be in compliance with applicable District payroll requirements and with the provisions of this Article.

Section 2.2. Dues Voluntary Check Off. Upon the District's receipt of a written, individually and voluntary signed authorization made by an employee, on a form prepared by or approved by the District, requesting that there be deductions taken from his/her wages for dues (and one-time initiation fee, if any) as set forth above, the District will deduct the amount of IAM/Union dues set forth in such form, as well as any authorized increases therein, and the District shall remit such deduction monthly to the IAM/Union, at the address designated by IAM/Union, by the fifteenth (15th) day of the month following the month in which the deductions are made. The IAM/Union shall advise the District Superintendent or his/her designee, in writing, of any increases in dues, at least thirty (30) days prior to the effective date of such increase(s). Such voluntary dues authorization will remain in effect until cancelled, in writing, by the employee.

Section 2.3. MNPL Voluntary Check Off. Upon the District's receipt of a written, individually and voluntary signed authorization made by an employee, on a form prepared by or approved by the District, requesting that there be deductions taken from his/her wages, in a monthly amount designated by the employee, to be forwarded to the IAM/Union for use by the Machinists' Nonpartisan Political League, the District will deduct the amount set forth in such form, and the District shall remit such deduction monthly to the IAM/Union, at the address designated by IAM/Union, by the fifteenth (15th) day of the month following the month in which the deductions are made. Such voluntary MNPL authorization will remain in effect for the duration of this Agreement only, or until earlier cancelled, in writing, by the employee.

Section 2.4. Additional Considerations. Before any payroll deduction is taken from an employee, the individual employee's earnings and wages must be sufficient, after all other legal and required deductions, to cover the entire amount of the prorated monthly IAM/Union dues or MNPL deduction. When an employee is in no-pay status for an entire pay period, no deduction shall be made to cover that pay period, nor shall any deduction be made to cover that pay period, retroactively, from future earnings. If an employee is in no-pay status during only part of a pay period, and if the employee's earnings and wages are not sufficient to cover the entire amount of the prorated IAM/Union dues or MNPL deduction, no deduction shall be made. The parties recognize that legal and other withholdings and deductions shall have priority over voluntary IAM/Union dues or MNPL deductions. In the event of an employee's separation from or termination of employment, there shall be no obligation for the District to collect such IAM/Union dues or MNPL deductions from an employee's final wages, until all other legal and required deductions have been made.

Section 2.5. Indemnification/Save Harmless. The IAM/Union agrees to hold the Board harmless for any damages arising out of legal action by an employee or the IAM/Union contesting any application of this policy and/or procedure. If the School District decides to retain its own counsel, it shall do so at its own expense, and not at the cost of the IAM/Union.

ARTICLE 3

Seniority and Reduction in Force ("RIF")

Section 3.1. Seniority. Seniority will be defined as continuous employment in the Fort Zumwalt School District. Leaves of absence will not affect seniority. In the event an employee from another District department enters the Maintenance Department, he/she enters the Maintenance Department as the employee with the least seniority.

Section 3.2. Initial Evaluation. Each newly-hired employee will be given an explanation of his or her duties and responsibilities, and guidance in performing them satisfactorily by his or her immediate supervisor. All new employees will receive a formal written evaluation at the end of the first forty-five (45) calendar days of employment.

Section 3.3. Breaks in Service. An employee's continuous employment for purposes of seniority shall be broken by discharge, retirement or resignation from the District, or layoff of one (1) calendar year or longer. Leaves of absence will not affect seniority.

Section 3.4. Reduction in Force. Should a reduction in force be necessary, the employee with the least seniority in the Department will be laid off first, provided the remaining employees have sufficient skill and ability to perform the work in as efficient a manner as the less senior employee designated to be laid off.

Employees terminated by layoff shall be given written notice of layoff at least two (2) weeks prior to their termination date. Employees who are laid off shall be considered on layoff status for a period of one (1) calendar year from the date on which they were laid off. No new employee shall be hired to perform bargaining unit work until employees on layoff status have been offered recall. However, employees on layoff status shall not be entitled to any accrual of seniority or benefits during layoff status, nor shall they be credited with service or continuous service for any period during which they are on layoff status.

ARTICLE 4

Work Week

Section 4.1. Work Schedules. Work calendars will be developed annually for members of this bargaining unit. Daily and weekly work schedules shall be made by the School District and administration, in their discretion, and such schedules may be altered by the District in order to address the varying conditions and needs of the District and its students, and as required by weather conditions and other events. Employees will be expected to work each day scheduled on their work calendar, including work on assigned days even though school may not be in session.

Winter. Employees are expected to work on snow days and should be ready to assist in snow removal or other outside winter work. The use of any paid personal or vacation time will not be allowed on snow days unless it was approved in advance. The use of sick time on a snow day must be verified by a doctor's note the day the employee returns to work. All employees should come to work dressed appropriately for snow removal or other outside winter work, including personal coat, hats, gloves, scarves, boots, etc.

Summer. During the summer break period, depending on the needs of the District and its operations, bargaining unit employees may have an option of working a modified weekly schedule consisting of four (4), ten (10) hour days, generally Monday through Thursday.

Section 4.2. Overtime Compensation.

Overtime Work. All work performed by an employee after such employee has worked forty (40) hours in a single work week shall be overtime (scheduled paid holidays, but not paid vacation, personal leave, or sick leave shall be considered hours worked for purposes of potential overtime). In addition, any time worked on a Saturday or Sunday shall be overtime. The School District and Administration have the exclusive right to determine whether and when overtime is needed, as well as the number of employees needed to complete the job. The District has the right to require the employee to work. Any and all overtime work must be authorized in advance by the Superintendent or the Director.

Overtime Pay. All overtime compensation will be based on the number of the employee's hours worked, in excess of forty (40) in a work week (and any scheduled paid holidays as set forth above), and the number of hours actually worked on a Saturday or Sunday. All overtime work, including when required to work a "no work no pay day", will be compensated at the rate of one and one-half (1½) times the employee's regular, straight-time rate of compensation (i.e., "time and a half"). No fringe benefits, other than those required by law,

shall accrue due to overtime or premium compensated hours worked. At the District's option, an employee may receive compensatory time off in lieu of overtime pay, in accordance with applicable Board Policy and with this Article.

Section 4.3. No Pyramiding. Compensation shall not be paid more than once for the same hours worked, under any provision of this Agreement. Where two or more overtime and/or premium pay rates are applicable to the same hours worked, only the higher rate shall be paid. No overtime and/or other premium pay paid in accordance with this Agreement, or required by law, shall be duplicated or pyramided in whole or in part for the same hours worked.

Section 4.4. Meal Periods. Full time employees shall be entitled to a one-half (½) hour lunch period at or near the middle of their shift, during full-day workdays. Such meal period shall not conflict with the needs of the District, and should generally be taken in the building or at the work site where the employee is assigned to work, and in no case at any location that is further away than the thirty (30) minute lunch period will allow.

Should an unexpected event or an emergency arise and disrupt or prevent the employee's meal period, the employee may take the balance of the thirty (30) minute meal period later in the same workday with the Director's approval. If the employee is required to return to work and misses part or all of the thirty (30) minute lunch period, and is unable to make up the balance later in the workday, the remainder of the unused lunch period will count as time worked.

Breaks: All full-time eight (8) hour employees are entitled to two (2) fifteen (15) minute breaks. Such break periods shall not conflict with the needs of the District, and shall be taken in the building or at the work site where the employee is assigned to work.

Section 4.5. Employee Call-Out.

Twenty-four (24) Hour Call. The parties recognize that because of the nature of the position and its duties and responsibilities, Maintenance employees of the District are subject to potential call to report for work on a twenty-four (24) hour per day, seven (7) days per week basis.

Two (2) Hour Call-Out Minimum. Employees who are called into work during non-scheduled work days, or who are called in to work at a time other than a continuation of their scheduled work day (such as for emergencies, to open or close a building, etc.) will receive a minimum of at least two (2) hours of pay, or the actual amount of pay earned for the actual time worked, if greater than two (2) hours. Other occasions, such as when employees are called in to work early and the work continues into the scheduled day, or in

which an employee holds over beyond the normal end of their scheduled work day, shall be considered as time worked for potential overtime, but not "call out" time. In addition, the parties agree that a call to return to work, within one (1) hour after the end of the employee's scheduled work day, shall be considered time worked for potential overtime, not "call out" time.

Section 4.6. Compensatory Time. At the District's option, an employee may be compensated for overtime worked via compensatory time off in lieu of overtime pay. Such compensatory time off must be earned, implemented, and used in accordance with Board Policy and with the provisions of this Article. Should the method of compensation for authorized overtime hours worked be in the form of compensatory time off in lieu of overtime pay, the rate of compensation shall be the same as that provided for in Section 4.2 "Overtime Compensation" of this Agreement (i.e., compensatory time off in lieu of overtime pay is earned at the rate of one and one-half (1½) hours of comp time for each hour of overtime worked.

The District may at any time, by the payment of overtime pay, cash out any portion or all of an employee's unused accumulated comp time. Such overtime pay for accumulated comp time off must be paid at the rate of one (1) hour of overtime pay for one (1) hour of accumulated comp time. No employee covered by this Agreement may be compensated for their overtime worked, via the form of compensatory time off in lieu of overtime pay, beyond a maximum limitation of one hundred twenty (120) hours of compensatory time (i.e., eighty (80) hours of overtime worked). Any overtime work beyond this maximum must be compensated via overtime pay, as outlined above. Upon separation of employment from the District, an employee will be compensated in the form of cash for all unused compensatory time, at his or her final hourly rate of pay.

ARTICLE 5

Holidays

Section 5.1. Holidays. There is a maximum of seven (7) paid holidays per year. The length of the work calendar determines the number of available paid holidays. The available paid holidays are Labor Day, Thanksgiving Day, Christmas Day, New Year's Day, Presidents Day, Memorial Day, and Independence Day.

Section 5.2. Eligibility Requirements. Only regular employees shall be eligible for holiday pay. In order to be eligible for holiday pay, an employee shall work his/her last scheduled workday immediately preceding the holiday and first scheduled workday immediately after the holiday, unless on paid leave which has been previously approved by Employer in writing.

Section 5.3. Holiday Pay.

Worked Holiday Pay. An employee who works on any holidays listed above, the employee shall be paid at time and one-half (1½) for all hours worked, in addition to receiving regular holiday pay as provided above (for the equivalent of two and one-half (2½) times the straight time pay).

Unworked Holiday Pay. If, during summer modified schedule of four (4) ten (10) hour days, a designated holiday determined by the School District falls on a non-workday in the employee's assigned workweek, the paid holiday will be recognized on a different day (i.e., the prior Thursday or the following Monday) to ensure the employee will receive the benefit of a paid holiday and does not suffer a loss in pay.

ARTICLE 6

Vacations

Section 6.1. Eligibility. Full time support staff employees who work on twelve (12) month calendars will be granted eighty (80) hours' vacation with pay each year for the first ten (10) years of employment. Effective the beginning of the eleventh (11th) full year of employment, full time support staff employees will be granted one hundred twenty (120) hours' vacation with pay. Effective the beginning of the sixteenth (16th) full year of employment, full time support staff employees will receive one (1) additional day of vacation per year until they reach a maximum of twenty (20) days of vacation. Also, beginning the sixteenth (16th) full year of employment, full time support staff employees will receive all of their vacation up front at the beginning of the school year, rather than earning hours each month. In the event an employee terminates his or her employment prior to completing the annual work calendar, vacation days will be prorated. Appropriate deductions will be made on the employee's final paycheck to reflect excessive use of vacation days beyond the days allowed.

Employees must begin working as a permanent, full-time employee on or before November 1st to receive service credit for that year. For newly employed personnel who begin working after the start of their work calendar, the first three (3) full months of employment entitles the employee to one (1) day of vacation. An additional day per month for the remainder of the work calendar will also be awarded. Current nine (9) month employees who transfer to a twelve (12) month position that earns vacation will begin to earn vacation immediately.

Vacations are scheduled with advance approval of the supervisor. Requests for vacations will be considered on an individual basis. Employees are instructed to use the *Support Staff Vacation Leave Request* form when asking for vacation time and should provide as much notice as possible when requesting time. This form can be found in the District Office Procedures (DOP) Handbook and is available through the employee's supervisor. Unused accrued vacation time will be paid to the employee when he or she leaves the District voluntarily (for example, resignation or retirement), up to a maximum of forty (40) hours' regular straight time hourly rate of pay in effect at the time of termination. When an employee transfers from a position that earns vacation to one that does not, the employee will be reimbursed for all accrued vacation.

Section 6.2. Request for Vacation. In order to assure the efficient, orderly performance and continuity of services by employees, each employee wishing to schedule a vacation should request such vacation leave as far in advance as possible, but in any case not less than three (3) business days in advance of the requested vacation period. In order to better assure that their vacation may be scheduled when they want to take leave, employees should, as set forth in the next Section, actually request their vacations as many months in advance as possible.

Requests for vacation shall be granted upon approval of Employer, in accordance with the next Section, unless it is determined that such absence would affect and interfere with the orderly performance and continuity of Employer services.

Section 6.3. Scheduling Vacations. Vacations will be scheduled, insofar as possible and practical, at those times requested by each employee. However, because of the nature of the work and the requirement that the orderly performance and continuity of services be maintained, it may be necessary, at the discretion of Employer, to limit the number of, or prohibit any employees taking vacations during a particular period or at the same time. Limitations on the number of employees allowed to take vacation at any one time by Employer will not be subject to the grievance procedure in this Agreement.

The following procedure will be used in scheduling vacations and resolving conflicts which may arise due to vacation scheduling:

- A. Requests for vacation which are submitted during the month of December immediately preceding the calendar year in which they are to be taken will be processed giving preference to an employee's seniority, with those employees having greater seniority receiving the highest preference.

- B. Requests for vacation which are submitted during the actual calendar year will be processed giving preference to the order in which the vacation requests are received, with those received first having first priority. In the event requests are received at the same time for the same vacation period, then seniority will be the determining factor.

Section 6.4. Holidays During Vacation Leave. If a holiday designated in Article 5 of this Agreement occurs during an employee's approved vacation leave, the holiday shall be considered as a paid holiday and shall not be deducted from the employee's accrued vacation leave.

Section 6.5. Usage. An employee may carry over from one year to the next all accumulated vacation leave. Vacation leave shall not be requested, approved, nor taken in increments of less than one (1) hour unless otherwise mutually agreed by Employer and employee.

Section 6.6. Vacation Pay. The rate of vacation pay shall be the employee's regular straight time hourly rate of pay in effect for the employee's regular job at the time the vacation is being taken.

Section 6.7. Termination of Employment. Any and all employees whose employment with Employer terminates involuntarily, and who have accrued vacation, will receive cash in lieu of all accrued unused vacation leave, as part of their final pay, based upon their regular straight time hourly rate of pay in effect at the time of termination. Should termination be caused by the death of an employee, the legal heir(s) of said employee will be entitled to receive payment for that vacation to which the employee was entitled; provided said heir(s) document in writing to Employer their status as the employee's legal heir(s).

ARTICLE 7

Sick Leave

Section 7.1. Each full time support staff employee shall be credited with one (1) day of paid sick leave at the end of each month worked, equal to the regular number of hours the employee works per day. Sick leave may be taken in hourly increments. Absences charged to sick leave will be done in hourly increments. Unused sick leave hours shall be credited to each employee with unlimited accumulation. Absences may be charted against sick leave for illness of the employee or for illness of a member of the employee's immediate family (spouse, children, stepchildren, parents, parents-in-law, stepparents,

brothers, brothers-in-law, sisters, sisters-in-law, sons-in-law, daughters-in-law, grandparents, grandparents-in-law, grandchildren, immediate aunts and uncles, foster children and life partner) in those instances where it is necessary for the employee to be with the member of his or her immediate family during such an illness.

Section 7.2. If an employee is injured at work and leaves to seek medical attention (Unity, emergency room, doctor), he or she is not charged any leave time IF the employee is released by the doctor and comes back to work that day. If the employee is released that day after his or her shift has ended, and he or she reports to work the very next day, he or she is not charged leave time. In other words, if there is no break in service other than the time the employee spent getting medical treatment, and if it is no longer than the next working day, he or she is not charged leave time. This absence will not impact perfect attendance.

If the employee is admitted to the hospital or must be out of work beyond that day, he or she is charged leave and must follow the District's leave and Workers' Compensation policies.

Section 7.3. Sick Leave Reimbursements at Retirement. Unused sick leave reimbursement pay at retirement, as verified by the receipt of the first check from the Public Education Employees Retirement System, shall be paid to a retiring support staff employee for all unused sick leave in accordance with the following scale: 125% of the current entry level hourly wage for the employee's position multiplied by the number of unused accumulated sick leave hours. Any claim for reimbursement for unused sick leave by an individual separating from the District shall be invalid if not filed in writing within thirty (30) calendar days of the final workday.

ARTICLE 8

Personal Leave

Section 8.1. Three (3) days of personal leave shall be granted annually to each full time support staff employee. For new employees hired during the school year, personal days will be prorated. Personal days may be used upon approval by the employee's principal/supervisor. The principal/supervisor may limit the granting of personal leave to ensure that the schools are adequately staffed on any given day. Requests for personal leave should be made by completing the *Leave Request* form found in the District Office Procedures (DOP) Handbook and should be made with as much notice as possible. In the event an employee terminates his or her employment prior to completing the annual work calendar, personal days will be prorated to one (1) day for every four (4) months worked for a twelve (12) month employee. Appropriate deductions will be made on the employee's final paycheck to reflect

excessive use of personal leave beyond the days allowed. Personal leave days can be accumulated to a maximum of four (4) days and can be taken in hourly increments. Unused personal leave in excess of four (4) days will be credited to the employee's sick leave.

Section 8.2. During the regular school year, no employee shall be permitted the use of personal leave preceding or subsequent to a holiday, winter break, spring break or on the last day with students except in the following instances:

- A. An employee may elect to use personal leave with the approval of the superintendent.
- B. In the case of an emergency, the superintendent of schools shall review the circumstances surrounding the emergency and may grant paid personal leave. When the employee has utilized his or her personal leave, the superintendent may advance personal leave against the next school year's personal leave. In the event the employee does not return the following year, any advanced personal leave days will be deducted from reimbursement of accumulated sick leave. If accumulated sick leave does not exist, the employee's final paycheck will be adjusted.

ARTICLE 9

Jury Duty and Subpoenaed Witness Leave

Jury duty, when summoned, is considered a civic responsibility. Leave will be granted for the period of jury service providing adequate notice is given to the principal/supervisor. The difference in daily wages and payment received for jury duty will be paid for each day served on jury duty. Employees shall be required to remit jury duty pay to the District in exchange for their daily rate of pay; however, employees are permitted to keep any mileage paid to the employee. Absences to appear as a plaintiff, defendant, or voluntary witness shall be considered as personal leave absences.

Employees who are subpoenaed to serve as a witness in court will be excused from their duties for the necessary amount of time and will receive their salary for this period. The absence will not be charged against any of the employee's leave days.

ARTICLE 10

Bereavement Leave

Support staff employees shall be granted up to three (3) days of paid bereavement leave as needed because of each death of a member of the immediate family. The term "immediate family" shall include spouse, children, stepchildren, parents, parents-in-law, stepparents, brothers, brothers-in-law, sisters, sisters-in-law, sons-in-law, daughters-in-law, grandparents, grandparents-in-law, grandchildren, immediate aunts and uncles, foster children and life partner. A memorial folder or death announcement may be requested by the employee's direct supervisor. Nothing herein shall be interpreted to prohibit an employee's use of personal leave. An employee may write to the Superintendent for the following special considerations:

- A. Extended bereavement leaves up to five (5) days (only in the case of a child, spouse, parents, siblings or life partner when travel of special circumstances requires extended leave).
- B. The need for additional days used in the form of sick leave for bereavement purposes (Superintendent may request a doctor's note if applicable).
- C. Persons not covered under immediate family.

ARTICLE 11

General Provisions

Section 11.1. Bulletin Boards. The IAM/Union will have the right to post notices of activities and matters of concern to bargaining unit members on a designated bulletin board, at least one of which will be located in each appropriate facility.

Section 11.2. Shoe Reimbursement. Upon presentation of a written receipt or proof of purchase, employees shall be eligible to be reimbursed up to a maximum of one hundred and twenty-five dollars (\$125.00) annually, toward the purchase of work shoes/boots, for the duration of this Agreement.

Section 11.3. Union Pins & Buttons. Bargaining unit members will be allowed to wear reasonable IAM/Union pins or IAM/Union buttons, as long as they are not disruptive to District operations, do not distract from or otherwise interfere with the educational learning environment, and do not otherwise violate Board policy. Employees have the right to wear, or to refrain from wearing, such IAM/Union pins or buttons.

Section 11.4. Tuition Reimbursement. After completion of one (1) year of service, employees shall be eligible for tuition reimbursement subject to the following guidelines:

- A. Approval of reimbursement is at the sole discretion of the District. Prior to enrollment, such reimbursement must be pre-approved by the District.
- B. Employee must successfully complete each course or qualification before the District is required to reimburse the cost to the employee.
- C. It is understood by the parties that all courses to be considered will be related to the advancement of the employee within their field.
- D. Tuition reimbursement is subject to a maximum of two hundred fifty dollars (\$250.00) per year, per employee.

Section 11.5. Promotions/Procedure to Fill Job Vacancy. (6/21/17)
“Promotion” means the advancement of an employee to a higher-paid position.

Whenever a job opening occurs for any existing or newly created bargaining unit job classification, a notice of such opening shall be posted on all Union bulletin boards in the department in which the opening has occurred for five (5) working days. If no current employee applies within five (5) working days, the position shall be open to all applicants. Prior to posting the position(s) to all applicants, qualified employees within the bargaining unit will receive an interview. The Employer will send a copy of such notice to any employees on layoff status. No permanent job opening shall be deemed created due to an employee being on paid sick leave or vacation, or on an approved leave of absence of six (6) months or less.

The Employer will fill the opening by selecting the most qualified applicant.

If promotion is to a higher classification, minimum wage increase shall be \$.50/hour.

ARTICLE 12

Grievance Procedure

Section 12.1. The term “grievance” shall mean a claim that there has been a violation, misinterpretation, or misapplication of any specific provision of this Agreement.

Section 12.2. Should any grievance arise between the Board and the IAM/Union or any employee or group of employees, it shall be settled in accordance with the following procedure:

STEP 1: Any grievance arising between an employee or employees on the one hand, and the Board or its administration on the other, shall first be taken up in writing by the employee or employees affected and shop steward with the employee's immediate supervisor. The immediate supervisor shall, within five (5) days, hold a conference with the grievant. Within five (5) days after the date of the conference, the immediate supervisor shall provide a written response to the grievance.

STEP 2: If a satisfactory settlement was not reached in the preceding Step 1, the grievance (the extent and conditions of which may not be expanded from Step 1) shall be taken up in writing by a representative or representatives of the IAM/Union above the level of the steward (i.e., Business Representative) with the Superintendent or his or her designee. The Superintendent or his/her designee shall, within ten (10) days, schedule and hold a conference with the IAM/Union Business Representative relative to such grievance (unless a longer time period is mutually agreed upon). Within five (5) days after the date of such conference, the Superintendent or his/her designee shall provide a written response to the grievance.

STEP 3: If a satisfactory settlement was not reached in the preceding Step 2, the grievance (the extent and conditions of which may not be expanded from Step 2) shall be taken up in writing by a representative or representatives of the IAM/Union above the level of the steward (i.e., Business Representative) with the Board of Education. The Board of Education shall, within fifteen (15) days, schedule and hold a conference with the IAM/Union Business Representative relative to such grievance (unless a longer time period is mutually agreed upon). Within five (5) days after the date of such conference, the Board of Education shall provide a written response to the grievance, which shall be final.

Section 12.3. Any decision or interpretation reached and agreed to as a result of the application of any one of the preceding steps shall not be a violation of any provision of this Agreement and shall be binding on all parties hereto, provided that a Step 1 settlement will not be a precedent with respect to any future grievance.

Section 12.4. All grievances to be considered must be reported and taken up with the District within a period of five (5) working days from the date the grievance occurred or five (5) working days from the date the infraction becomes known.

Section 12.5. When it is necessary for any authorized IAM/Union representative to leave his work place for the purpose of adjusting a grievance, he shall request and receive permission from his supervisor if necessary.

ARTICLE 13

Wages (Reopener July 1, 2019)

Effective July 1, 2017, all employees within the bargaining unit who have worked a minimum of 2/3 of the year, shall receive a 4.19% increase to their hourly wage.

Effective July 1, 2018, all employees within the bargaining unit who have worked a minimum of 2/3 of the year, shall receive a 4.29% increase to their hourly wage.

Effective July 1, 2016 through June 30, 2019, the starting wage for the following classifications will be:

Maintenance I	\$13.46
Maintenance II	\$16.01
Maintenance III	\$18.97

ARTICLE 14

Severability of Agreement

If at any time one or more of the provisions outlined in this Agreement becomes unlawful, then such provision shall not be applicable or enforced or performed, except and to the extent permitted by law. The remainder of the Agreement will not be affected and shall remain in full force and effect. If at any time thereafter such provision or its enforcement or performance shall no longer conflict with the Law, then it shall be restored in full force and effect.

ARTICLE 15

Health and Welfare

The Fort Zumwalt School District shall provide health, dental, and vision insurance in addition to \$50,000.00 life insurance for all employees, the same insurance as offered to all other District non-certified employees. Dependent coverage for each of the plans can be obtained at the employee's expense.

Machinists Custom Choice. This Agreement acknowledges that the Fort Zumwalt School District has agreed to allow the International Association of Machinists and Aerospace Workers to offer the *Machinists Custom Choice Worksite Benefits* program of supplemental insurance benefits to their employees in the bargaining unit through their designated agent, Employee Benefit Systems, Inc. (EBS). An EBS Counselor shall be allowed to enter District property during non-working times, once per year, and in accordance with Article 19 of this Agreement. Further, Fort Zumwalt School District will honor voluntary written payroll deduction requests received from employees, and will remit premiums to the underwriting insurance company in accordance with the policies and procedures set forth in Article 2 of this Agreement. All policyholder service will be provided by the underwriter and Employee Benefit Systems, Inc., not by staff of Fort Zumwalt School District; and the District's agreement to this Article does not imply an endorsement, support, or recommendation of either Machinists Custom Choice or of Employee Benefits Services, Inc.

Sick Leave Bank. The parties hereby agree that bargaining unit members will be eligible to continue participation in the District's Sick Leave Bank for non-certified employees, if any, and under the same terms and conditions as offered to all other non-certified employees.

ARTICLE 16

Retirement

Public Education Employees Retirement System (PEERS)

Section 16.1. The State of Missouri REQUIRES all support staff employees who work twenty (20) or more hours per week to enroll in the Public Education Employees Retirement System (PEERS). The personnel department will give all new eligible employees a retirement form that is to be filled out and returned to the personnel office at the time of employment. The form will be forwarded to the Public Education Employees Retirement System (PEERS).

Section 16.2. Effective July 1, 2011, the retirement rate is 6.86% of gross wages plus District paid insurance. The Fort Zumwalt School District matches the employee's contribution. Employees terminating prior to retirement are entitled to any amount he or she has contributed plus interest earned on that amount. Early withdrawal does not entitle the employee to any District paid retirement.

Section 16.3. Requests for withdrawal of contributions should be sent directly to the Public Education Employees Retirement System (PEERS), P.O. Box 268, Jefferson City, Missouri 65102. The phone number for the retirement system is 1-800-392-6848. The employee's retirement number must be included in the request for withdrawal of funds. Beneficiary change forms and name change forms can be obtained from the Fringe Benefits Coordinator.

ARTICLE 17

No Strike or Withholding of Services & Procedures to Address Union Picketing

The IAM/Union agrees that there shall be no strike or withholding of services during the term this Agreement is in effect, and that neither it nor its members shall authorize, sanction, condone, or take part in any strike, slow down, stoppage of work, refusal to work, or other such activity, which is prohibited by this Article. In the event that another labor union has established a legal and valid primary picket line on the District's property, the Administration will undertake a reasonable effort to establish a reserve gate or alternative method of access, to the extent practical, in an effort to minimize the need for employees to "cross" such labor union picket line.

ARTICLE 18

Union Representatives as District Visitors

Duly authorized officers and/or accredited representatives of the IAM/Union shall be permitted to transact official IAM/Union business related to this bargaining unit at the maintenance facility property at reasonable times, provided that this shall not interfere with or interrupt normal school district operations, and that such representatives shall register in the Director's office upon arriving at the facility, and shall otherwise comply with the District's public visitor/visitation policy.

ARTICLE 19

Board of Education Rights

The IAM/Union recognizes that the Board of Education of the Fort Zumwalt School District has the responsibility and authority to manage and direct, on behalf of the public, all operations and activities of the School District both to the fullest extent authorized by law and in any manner or decision it shall deem appropriate, limited only by that which is inconsistent with law or violative of the provisions of this Agreement.

ARTICLE 20

Suspension of Agreement in Crisis or Emergency Conditions

The Board of Education of the Fort Zumwalt School District reserves its legal responsibility and prerogative to act in all matters as it deems necessary to serve the interests of the School District. When, in the opinion of the Board of Education, the School District or community has suffered serious damage due to crisis or emergency conditions (such as a natural disaster, an act of war or terrorism, a pandemic, or serious financial situation that was not anticipated at the time of this Agreement), the Board may suspend one or more terms of this Agreement for the duration of the crisis or emergency condition. In the event of a suspension of this Agreement, the District shall convene with IAM/Union representatives as soon as practical, to discuss the crisis situation and collaborate on possible solutions. The suspended terms of the Agreement will be reinstated when, in the Board's opinion, the District is able to resume its normal operations and has achieved financial solvency.

ARTICLE 21

Mid-Term Discussions

The Administration and the IAM/Union teams have both had the opportunity to make proposals and to discuss issues related to salaries, benefits and other conditions of employment and agree that this Agreement is a complete embodiment of the mutual understandings of the parties. If either party determines an issue requires immediate attention and/or modification to this Agreement prior to its expiration, either party may request, and both parties must mutually agree in order to discuss any matter related to salaries, benefits and other working conditions during the term of the Agreement.

ARTICLE 22

Employee Rights

The Board and the IAM/Union agree that employees have the right to organize, to join labor organizations, and to bargain collectively through the representatives of their own choosing, as well as the right to decline or refrain from doing so.

ARTICLE 23

Entire Agreement

This Agreement comprises the entire understanding between the Fort Zumwalt Board of Education and the IAM/Union resulting from the negotiations following the certification of representative in Case No. R 2014-14, and replaces all prior agreements. There are no other elements of this Agreement, expressed or implied, oral or verbal. Any modification or amendment to this Agreement must be made in writing and must be ratified by both parties.


ARTICLE 24

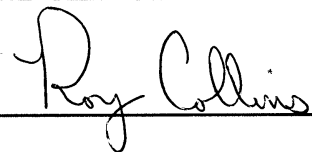
Duration of Agreement

This Agreement between the Board of Education of the Fort Zumwalt School District and the IAM/Union will be in effect as of July 1, 2017 and shall continue in full force and effect through June 30, 2020 upon acceptance and ratification by the Board of Education and the IAM/Union. This Agreement shall have no force or effect after June 30, 2020.

FORT ZUMWALT SCHOOL DISTRICT

**DISTRICT NO. 9, INTERNATIONAL
ASSOCIATION OF MACHINISTS
AND AEROSPACE WORKERS**

BY: 

BY: 

DATE: 7/17/17

DATE: 7/10/17

RC:csh
OPEIU#13
6/30/17